

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

REORDER FROM
 Registré, Inc.
 51 PRINCE ST
 ANCHORAGE, ALASKA 99503
 (907) 421-1713

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INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation to mail.
- Remove Secured Party and Debtor copies and send other 3 copies with unattached carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on this form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally if a real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

99024

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Murray's Discount Auto Stores, Inc. 8080 Hubbard Road Belleville, MI 48111 FEIN# 38-3254563 Tax ID/Social Security No.	2. Secured Party(ies) and address(es) The Chase Manhattan Bank, N.A., as Agent One Chase Manhattan Plaza New York, NY 10031 Tax ID/Social Security No.	For Filing Officer (Date, Time, Number, and Filing Office) <p style="text-align: center; font-size: 24pt;">96632508</p>
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4. This financing statement covers the following types (or items) of property:

See Exhibit A attached hereto and by this reference incorporated herein for a description of the Collateral.

The Collateral is located on the real property described on Exhibit B attached hereto.

This is a fixture filing to be recorded in the real estate records.

DEPT-01 RECORDING \$29.50
 T#6666 TRAN 7249 08/19/96 11:59:00
 #6446 # LM *-96-632508
 COOK COUNTY RECORDER

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
 Cook County,
 Secretary of State, Illinois

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 3

Murray's Discount Auto Stores, Inc.

By: [Signature]
 Signature(s) of Debtor(s)

By: _____
 Signature(s) of Secured Party(ies)

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EXHIBIT A TO UCC-1 FINANCING STATEMENT

Description of Collateral

Debtor:
Murray's Discount Auto Stores, Inc.
8080 Haggerty Road
Belleville, MI 48111

Secured Party:
The Chase Manhattan Bank, N.A.,
as Agent
One Chase Manhattan Plaza
New York, NY 10081

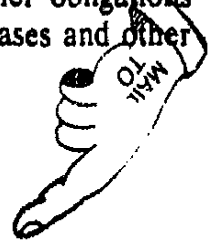
"Collateral" as used herein shall mean all of Debtor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Debtor now has or hereafter acquires an interest and wherever the same shall be located:

1. all equipment in all of its forms, all parts thereof and all accessions thereto (any and all such equipment, parts and accessions being the "Equipment");
2. all inventory in all of its forms (including, but not limited to, (i) all goods held by Debtor for sale or lease or to be furnished under contracts of service or so leased or furnished, (ii) all raw materials, work in process, finished goods, and materials used or consumed in the manufacture, packing, shipping, advertising, selling, leasing, furnishing or production of such inventory or otherwise used or consumed in Debtor's business, (iii) all goods in which Debtor has an interest in mass or a joint or other interest or right of any kind, and (iv) all goods which are returned to or repossessed by Debtor) and all accessions thereto and products thereof (all such inventory, accessions and products being the "Inventory") and all negotiable and non-negotiable documents of title (including without limitation warehouse receipts, dock receipts and bills of lading) issued by any person or entity covering any Inventory (any such negotiable or non-negotiable document of title being a "Document of Title");
3. all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind and all rights in, to and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (any and all such accounts, contract rights, chattel paper, documents, instruments, general intangibles and other obligations being the "Accounts", and any and all such security agreements, leases and other contracts being the "Related Contracts");

F	2950	A
P		P
T	2950	V
I		

NY1-382036.V1
Company Security Agreement

RETURN TO:
LEXIS Document Services
135 S. LaSalle, Ste 2054
Chicago, IL 60603



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4. without limitation of the other paragraphs herein, all franchise agreements to which Debtor is or may become a party, as each such agreement may be amended, restated, supplemented or otherwise modified from time to time (said agreements, as so amended, restated, supplemented or otherwise modified, being referred to herein individually as an "Assigned Agreement" and collectively as the "Assigned Agreements"), including without limitation (i) all rights of Debtor to receive moneys due or to become due under or pursuant to the Assigned Agreements, (ii) all rights of Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements, (iii) all claims of Debtor for damages arising out of any breach of or default under the Assigned Agreements, and (iv) all rights of Debtor to terminate, amend, restate, supplement, modify or exercise rights or options under the Assigned Agreements, to perform thereunder and to compel performance and otherwise exercise all remedies thereunder;

5. all deposit accounts maintained by Debtor with Secured Party;

6. all trademarks, tradenames, tradesecrets, business names, patents, patent applications, licenses, copyrights, registrations and franchise rights, and all goodwill associated with any of the foregoing;

7. to the extent not included in any other paragraph herein, all other general intangibles (including without limitation tax refunds, rights to payment or performance, *choses in action* and judgments taken on any rights or claims included in the Collateral);

8. all plant fixtures, business fixtures and other fixtures and storage and office facilities, and all accessions thereto and products thereof;

9. all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

10. all proceeds, products, rents and profits of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. The term "proceeds" used herein includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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EXHIBIT B

(410)

LEGAL DESCRIPTION

The land, with the building thereon, located at 5010 West North Avenue, Cook County, Chicago, Illinois, more particularly described as follows:

- Parcel 1: Lots 39 through 48 inclusive in H. F. Hatch's Subdivision of the West half of the East two thirds of the South 20 acres of the West 26.61 chains of the South East quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian.
- Parcel 2: Lots 65 and 66 in West North Avenue Subdivision being a Subdivision of the East one third of the South 20 acres of the West 26.60 chains of the South East quarter of Section 33, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

PIN# : 13-33-421-045

LAKESIDE BANK, as trustee under Trust No. 10-1081 is the record owner of a fee interest in the above described property.

Murray's Discount Auto Stores, Inc., is the owner of a leasehold interest in the above-described property pursuant to Lease dated April 1, 1996.

The local address of the above describe property is 5010 West North Avenue, Chicago, Illinois.

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